

**MINISTRY OF DEVELOPMENT STRATEGIES AND INTERNATIONAL TRADE**

**BOARD OF INVESTMENT OF SRI LANKA**

**Request for Proposals (RFP)**

**DESIGN, SUPPLY, INSTALLATION, COMMISSIONING AND  
OPERATION OF REVERSE OSMOSIS PLANT**

**AT**

**BIYAGAMA EXPORT PROCESSING ZONE**

**Biyagama Export Processing Zone,  
Board of Investment of Sri Lanka  
Walgama  
Malwana**

**January 2018**

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# **SECTION 1**

**Request For Proposal (RFP)**

**MINISTRY OF DEVELOPMENT STRATEGIES AND INTERNATIONAL TRADE**

**BOARD OF INVESTMENT OF SRI LANKA**

**Request For Proposals (RFP)**

**Design, Supply, Installation, Commissioning and Operation  
of a Reverse Osmosis (RO) Plant at Biyagama Export  
Processing Zone**

**The Board of Investment of Sri Lanka (BOI)** hereby invites Proposals for Design, Supply, installation, commissioning and operation of a Reverse Osmosis Plant at Biyagama Export Processing Zone (BEPZ) from proposers who possess previous experience as required by the Request For Proposals (RFP) document. Treated waste water generated by enterprises located at Biyagama Export Processing Zone (BEPZ) corresponding to approximate daily water consumption of 20,000 m<sup>3</sup>/day shall be used to produce usable water after the waste water treatment process.

1. To be eligible for submission of proposals proposers should have implemented and operated at least one similar nature project successfully during last five years period with the capacity of at least 2000 cubic meter per day.
2. Further information and inspection of RFP document could be made available at the following addresses:  
  
Contact Persons (a) Actg. Executive Director (Tech. Ser), Board of Investment of Sri Lanka (BOI), Level 5, West Tower, World Trade Centre, Colombo 01  
Tel : 011-2433600, 011-2427280  
Fax : 01102441826  
E-mail : [mahindaa@boi.lk](mailto:mahindaa@boi.lk)  
  
(b) Director (Zone), Board of Investment of Sri Lanka (BOI), Biyagama Export Processing Zone, Walgama, Malwana  
Tel. : 011-2465212, 011-2465206-9  
Fax : 011-2465227  
E-mail : [athulajaya@boi.lk](mailto:athulajaya@boi.lk)
4. Interested parties could purchase RFP documents on a written request made on a business letter head from the addresses given in paragraph 3 above.
5. Proposals should be submitted on the forms available in the RFP document. RFP documents could be purchased from the addresses given in paragraph 3 above between **17.01.2018** and **21.02.2018** during normal working days of the week 0900 hrs up to 1500 hrs on payment of a non-refundable fee of **Rupees 9,200/=** or **US\$ 60 (Inclusive of VAT)** payable to the Shroff of Finance Department of BOI, Level 8, West Tower, World Trade Center, Colombo 01 or Shroff of Biyagama Export Processing Zone.

6. Interested foreign applicants could access the Request For Proposals (RFP) document by entering the web link : <http://www.investsrilanka.com/ads> which includes detailed terms and conditions on submission of an application. The proposers are expected to submit relevant details as per the RFP document in a comprehensive manner supported by all necessary documents.
7. Proposers who are accessing the web link shall submit duly completed hard copy of the proposal enclosed with a non refundable fee as described in Section (5) above or Bank Draft in favor of Board of Investment of Sri Lanka.
8. Proposals shall be valid up to **22.06.2018**.
9. A pre-proposal conference will be held at **1100 hrs on 25.01.2018** at the Office of Director (Zone), Board of Investment of Sri Lanka (BOI), Biyagama Export Processing Zone, Walgama, Malwana.
10. Sealed proposals may be delivered to the Chairman, Departmental Procurement Committee, C/o, Director (Zone), Board of Investment of Sri Lanka (BOI), Biyagama Export Processing Zone, Walgama, Malwana.
11. The deadline for submission of proposals shall be **1400 hrs on 22.02.2018**. Proposals which are received on or before the deadline will be opened soon after the closing.
12. Proposers or their authorized representatives are requested to be present at the opening of proposals.

Chairman  
**Board of Investment of Sri Lanka**

# **SECTION 2**

## **Instructions to Proposers**

## Section 2: Instructions to Proposers

### Definitions

- a) “Contract” refers to the agreement that will be signed between the **Board of Investment of Sri Lanka (BOI)** and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “Country” refers to the country indicated in the Data Sheet.
- c) “Data Sheet” refers to such part of the Instructions to Proposers used to reflect conditions of the Request for Proposal (RFP) process that are specific for the requirements of the RFP.
- d) “Day” refers to calendar day.
- e) “Government” refers to the Government of Democratic, Socialist Republic of Sri Lanka.
- f) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the Preparation of their Proposals
- g) “Material Deviation” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of **BOI** and/or the obligations of the proposer; and (iii) adversely impacts the fairness and principles of the RFP process, such as those that compromise the competitive position of other proposers.
- h) “Proposal” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the Project described in this RFP.
- j) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by the **BOI** for purposes of selecting the best Proposer to invest, develop and operate the project described in the Terms of Reference.
- k) “Project” refers to the entire scope of tasks and deliverables requested by the **BOI** under the RFP.
- l) “Supplemental Information to the RFP” refers to a written communication issued by the **BOI** to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but fourteen (14) days prior to the deadline for submission of Proposals.
- m) “Terms of Reference” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives and scope of the project to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and tasks expected of the successful proposer.

## GENERAL

1. The **BOI** hereby solicits Proposals in response to this Request for Proposals (RFP). Proposers shall strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by the **BOI** in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgment by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by the **BOI**. The **BOI** is under no obligation to award a contract to any Proposer as a result of this RFP.
4. In responding to this RFP, the **BOI** requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they shall at all times hold **BOI**'s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified.

## CONTENTS OF PROPOSAL

### 5. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 5.1 Proposal Submission Form (see RFP Section 4);
- 5.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 5.3 Technical Proposal;
- 5.4 Proposal Security, if applicable (if required and as stated in the **Data Sheet**, see prescribed Form in RFP Section 6 & 7);
- 5.5 Financial Proposal (see prescribed form in RFP Section 8);
- 5.6 Any attachments and/or appendices to the Proposal.

### 6. Clarification of Proposal

- 6.1 Proposers may request clarifications of any of the RFP documents no later than fourteen (14) days prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the **BOI** office address indicated in **the Data Sheet**. The **BOI** will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have purchased RFP documents and who are expected to purchase RFP documents in future.
- 6.2 The **BOI** shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of the **BOI** to extend the submission date of the Proposals, unless the **BOI** deems that such an extension is justified and necessary.



## **7. Amendment of Proposals**

- 7.1 At any time prior to the deadline of Proposal submission, the **BOI** may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP document in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet**.
- 7.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, the **BOI** may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## **PREPARATION OF PROPOSALS**

### **8. Cost**

The Proposer shall bear any and all costs related to the site visits, attending to meetings, preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. The **BOI** shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

### **9. Language**

The Proposal, as well as any and all related correspondence exchanged between the Proposer and the **BOI**, shall be written in the English language. Any printed literature furnished by the Proposer written in a language other than English language must be accompanied by a translation in the English language. The cost of translation has to be borne by the proposer on his own expenses and will not be borne by the **BOI**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the English Language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the successful Proposer and the **BOI**.

### **10. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### **11. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet**, the Proposer shall structure the Technical Proposal as follows:

- 11.1 Expertise and Experience of Proposer – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete and operate the Project as required by the RFP. The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

11.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified.

This section shall comprise also the following.

- (i) **Cover Letter and Proposal Summary Form:** this section must include a letter that briefly describes the proposed development project, identifies the benefits that the project will create for Sri Lanka and describes the proposer’s experience in similar development efforts. The letter must be signed by an authorize representative of the responding entity and be followed immediately by the Proposal Summary Form.
- (ii) **Contact information:** for all future communications - include contact person’s name, title, organization address, telephone number and e-mail address.
- (iii) **Profile of the Proposer**
- (iv) **Description proposed RO plant & company profile**
  - (a) **Project Narrative:** this section must provide a detailed description of the proposed RO plant and the ways in which it satisfies the goals and objectives of this RFP, please include:
    - A statement of the objectives of the project and the approach the proposer will take in implementing the project, including the project components, development program and design guidelines.
    - A description of the Proposer’s understanding of the scope of the project and how proposed RO plant will be consistent with the requirement of BOI while ensuring the environmental standards and mitigatory measures which will be required to operate the proposed plant effectively. Describe how the proposed RO plant will cater the required demand of the zone in detail step by step with specific features, operational conditions, maintenance methods, limitations, adverse effects if any during the operation stage of the plant.
    - A detailed description of the components of the proposed RO plant.
    - A description of how the project (proposed RO plant) fulfills the goals and objectives of this RFP, including design and environmental features.
    - A description of any intended users if any identified to whom can be directly supplied for the industrial purpose, to minimize cost of treatment, maintenance, as an alternative considering the practical limitations.
  - (b) **Plans and Drawings:** in this section, provide scaled drawings that illustrate the overall plant components with lay outs which are required to suit with the site conditions and land available to establish the proposed RO plant.
  - (c) **Development timing:** Proposer must include a written narrative and a graphic timeline showing all major milestones of project development until final completion and operation.

This should include the due diligence, planning, designing, obtaining approvals, shipping, delivering and implementing at the site including any construction to be carried out.

- (d) **Qualifications:** Describe qualifications and capabilities to design, develop, build, commissioning and operate of a similar nature RO plants by the proposer at any part of the world with successful stories, documentary evidence to prove the capability of operating such plants satisfactorily which are endorsed by the clients.
- (e) **Project Experience:** Details of at least one (01) past relevant project in similar nature to support the proposal.

(v) **Design strategy and financial plan of the project.**

Should address as a minimum, the following items:

- (a) Philosophy-Overall viewpoint for design, supply, install, commissioning and operation of proposed RO plant
- (b) Objectives and Goals-The goals and objectives of the implementation process.
- (c) Organizational Structure-The structure and hierarchy of the organization.
- (d) Communications and Public Relations- Explanation of the process that will be put in place to ensure continued positive relations with customers, authorities and the society.
- (e) Budget-Estimated project budget/Investment

Evidence of proposer's financial ability. Provide Audited Financial Statements for the past **five (05)** years.

Copies of any financial rating reports or other documents indicating the financial condition of the proposer. (Commitments given by banks etc.)

(vi) **Economic Impact**

The Proposer must provide a discussion of the economic impact of the proposed plant including long term economic benefits, operational expenses, treatment cost, return on investment, limitations, restrictions and permanent no of employees to be deployed to operate the plant etc.

(vii) **Measures proposed to control environmental aspects and the proposals to develop and operate the project as an eco-friendly RO plant.**

(viii) **Financial**

Outline the proposed financial investment including a description of the long-term financial viability and sustainability. Details of the ability to finance or to secure financing to support the business Plan. A justification of any external financial assistance to be obtained to fund the project.

Prior to signing the contract, the **BOI** shall require written evidence that the proposer has procured a firm and irrevocable commitment that all the necessary funds to design, supply, install, commission and operation the plant. If development does not begin within an agreed-upon time frame, the **BOI** will have the option to cancel the award no compensation payable to the successful proposer.

- (ix) **Operational Plan:** The Operational Plan should address at a minimum, the following items:
  - (a) Use-provide a full description of the plant which includes design/conceptual drawings, diagrams, illustrations and related technical documents.
  - (b) Services/ Facilities - Outline the proposed services/facilities to be provided by the BOI such as utility or any other agency support and how they will be provided and when.
  - (c) Equipment - Include a list of intended equipment that will be on site and how it is proposed that the equipment will be provided and maintained.
  - (d) Staffing - Outline staffing requirements to support the plant offered with their anticipated experience, expertise and minimum qualifications.
  - (e) Innovations - Provide details on any innovations to be implemented in the operations, include design/conceptual drawings, diagrams, illustrations and related technical documents to support the explanations.
  - (f) Alignment - Outline how the proposed plant aligns with the with the existing infrastructure of the zone and any modifications to be implemented.
- (x) **References:** any special references highlighting capabilities of the organization.
- (xi) **Any additional information for a better understanding of the proposal.**
- (xii) **The Proposers warrant that:**
  - (a) All information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
  - (b) None of the information it submits breaches any third party's rights, including intellectual property rights, and the use of the information in relation to this RFP will not breach such rights;
  - (c) It has not withheld any information potentially relevant to **BOI** consideration of its response, including any actual or potential controversies, disputes or claims involving the respondent.

**11.3 Management Structure and Key Personnel** – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the design, supply, delivery, install, commissioning and operation of the proposed RO plant. Proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

11.4 Where the **Data Sheet** requires the submission of the Proposal Security for selected and shortlisted proposer will be informed by the **BOI** after evaluation of the Technical Proposal. The Proposal Security may be forfeited by the **BOI**, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet**, or;
- b) If the Proposal Security amount is found to be less than what is required by the **BOI** as indicated in the **Data Sheet**, or;
- c) In case the successful Proposer fails:
  - i. to sign the Contract Agreement after the **BOI** has accepted the proposal of the Successful Proposer;
  - ii. to furnish Performance Security, insurances, or other documents that the **BOI** may require as a condition to rendering the effect of the contract agreement that may be executed with the successful Proposer.

## **12. Financial Proposals**

The Financial Proposal shall be prepared using the attached standard form (Section 8). It shall include all major cost components. Land will be provided free of charge.

Financial proposal shall include the selling price of treated water (LKR/Cubic meter)

## **13. Currencies**

All prices shall be quoted in the currency indicated in Clause 12 above and the payments have to be made to **BOI** in Sri Lankan Rupees.

#### **14. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified proposer, using the forms provided under Section 5, Proposer Information Forms. Documentary evidence required to be submitted with regard to Eligibility and Qualification of Proposers have been given in items 8 and 9 of Data Sheet.

#### **15. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if their proposal is accepted, the contract agreement shall be entered into, by and between the **BOI** and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to the **BOI**, the lead entity identified to represent the joint venture shall not be altered within a period of 5 years from the date of signing of the agreement between **BOI** and the successful Proposer. For any alternation after the said period shall receive prior approval of the **BOI**. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; or
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by the **BOI**.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the Project defined in the RFP.

If a joint venture's Proposal is determined by the **BOI** as the most responsive Proposal the **BOI** shall issue the Letter of Acceptance of the Proposal to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

#### **16. Alternative Proposals**

Unless otherwise specified in the **Data Sheet**, alternative proposals shall not be considered.

## 17. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet**, commencing on the submission deadline date indicated in the **Data Sheet**. A Proposal valid for a shorter period shall be immediately rejected and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, the **BOI** may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 18. Proposers Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposers conference will be issued to all Proposers, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an Addendum to the RFP.

## 19. Submission and Opening of Proposals

- 19.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATE** and each of them must be submitted sealed individually and clearly marked on the outside as either "**TECHNICAL PROPOSAL**" or "**FINANCIAL PROPOSAL**", as appropriate. Each envelope **MUST** clearly indicate the name of the Proposer. The outer envelopes shall bear the address of the **BOI** as specified in the **Data Sheet** and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening" as specified in the **Data Sheet**. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 19.2 Proposers must submit their Proposals in the manner specified in sub-clause 19.3. When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with deadline for submission. The **BOI** shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the address of **BOI** indicated in the **Data Sheet**.
- 19.3 Proposers submitting Proposals by mail or by hand shall enclose the original Technical and Financial Proposals, in separate sealed envelopes, duly marking each of the envelopes as "**Technical Proposal**" and "**Financial Proposal**" as appropriate. The two (2) envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet**. In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

19.4 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested in this RFP document, or lack of clarity in the description of the project, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by the BOI.

## **20. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received at the address indicated in Data Sheet and not later than the date and time specified in the **Data Sheet**.

Any Proposal that arrives after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the respective Proposer.

## **21. Withdrawal, Substitution, and Modification of Proposals**

21.1 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 19.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by the **BOI** prior to the deadline for submission and submitted in accordance with RFP Clause 19.1. The respective envelopes shall be clearly marked "**WITHDRAWAL,**" "**SUBSTITUTION,**" or "**MODIFICATION**".

21.2 Proposals requested to be withdrawn shall be returned unopened to the Proposers, prior to the deadline for submission of Proposals.

21.3 No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **22. Proposal Opening**

The **BOI** will open the Proposals in the presence of a committee appointed by itself. Thereafter the Technical Proposals will be opened first.

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other details as the **BOI** may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

The Financial Proposals of the Proposers who received technical score above the minimum specified in the Data Sheet, shall be opened at a meeting of the said committee in the presence of Proposers or their representatives who had received marks above the minimum technical score specified in the Data Sheet. Financial Proposals of Proposers who failed to receive marks over and above the minimum technical score for Technical Proposals as specified in Data Sheet will be returned unopened to respective Proposers after the selection of the successful proposer is finalized.



## 23. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after the agreement is signed.

Any effort by a Proposer to influence the **BOI**, in the examination, evaluation and comparison of the Proposals or decisions with regard to acceptance of a Proposal may result in the rejection of its Proposal.

## EVALUATION OF PROPOSALS

### 24. Preliminary Examination of Proposals

The **BOI** shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. The **BOI** may reject any Proposal at this stage.

### 25. Evaluation of Technical Proposals

25.1 The **BOI** shall examine the Proposals to confirm that all terms and conditions under the General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

25.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially responsive to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet**. No changes may be made by the **BOI** in the criteria, sub-criteria and point system indicated in the **Data Sheet** after the deadline for submission of Proposals.

25.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened after the selection of the successful proposer. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet**.

25.4 The **BOI** reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and among those that may be listed in the **Data Sheet** may include, but need not be limited to all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have previous experience with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing previously completed projects;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;

## **26. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, the **BOI** may, at its discretion, ask any Proposer for a clarification of its Proposal.

A request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted at this stage.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by the **BOI**, shall not be considered during the review and evaluation of the Proposals.

## **27. Responsiveness of Proposal**

Determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

## **SIGNING OF AGREEMENT**

### **28. Acceptance of a Proposal**

Prior to expiration of the period of proposal validity, the **BOI** shall issue the Letter of Acceptance to the selected Proposer.

### **29. Signing of Agreement**

Within thirty (30) days from the date of receipt of the Letter of Acceptance, the successful Proposer shall sign the agreement with **BOI**. The said agreement shall comprise terms and conditions applicable.

### **30. Performance Security**

A performance security, if requested by the **BOI**, shall be provided in the form provided in Section 7 for the amount and by the deadline indicated in the **Data Sheet**, as applicable. Where a Performance Security will be required, the submission of the said document and the confirmation of its acceptance by the **BOI** shall be a condition for the affectivity of the agreement to be signed between the successful Proposer and the **BOI**.

The performance security shall be an unconditional guarantee valid until a date 28 Days beyond the Intended Completion Date of the Contract, issued by an Agency acceptable to BOI using Form for Performance Security included in Section 7 of Standard Forms.

## Section 2: Instructions to Proposers (Cont.)

### DATA SHEET

The following data shall complement, supplement, or amend the provisions in the Instructions to Proposers. In case of a conflict between the Instructions to Proposers the Data Sheet and other annexures or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions/Requirements
1	2.b	Project Title:  Country	Design, Supply, Installation, Commissioning and Operation of Reverse Osmosis plant at Biyagama Export Processing Zone Sri Lanka
2	5.5	Acceptable forms of Proposal Security	Issued by an Agency acceptable to the Employer using the proposal security included in Section 6 Standard Forms
3	5.5 11.4	Proposal Security	Amount of Proposal Security required is Rs.200,000.00. Issued by an Agency acceptable to BOI using the form for proposal security (unconditional guarantee) included in Section 6, Standard Forms
4	5.5 11.4	Validity of Proposal Security	120 days
5	6.1	Deadline for submitting requests for clarifications/ questions	2018.02.08
6	6.1	Contact Details for submitting clarifications/questions	Focal Person : Director (Zone)/ Biyagama Export Processing Zone  Address: Board of Investment of Sri Lanka, Walgama, Malwana.
7	7.1	Manner of Disseminating Supplemental Information to the RFP and responses/ clarifications to queries	Direct communication by facsimile and registered post
8	11.2	Technical Proposal Format and Content	sub-paragraphs (i) to (xii) given in Attachment 9.1

9	14	Other documents that may be Submitted to Establish Eligibility	[As deemed necessary by the proposer for an objective Evaluation]
10	14	Required Documents that must be submitted to Establish Eligibility and Qualification of Proposers (In “Certified True Copy” form only)	<ul style="list-style-type: none"> <li>(i) Company Profile</li> <li>(ii) Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if proposer is not a corporation</li> <li>(iii) List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if proposer is not a corporation</li> <li>(iv) Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if proposer is not a corporation</li> <li>(v) Latest Audited Financial Statements (Income Statements and Balance Sheet) including Auditor’s Report for the past 3years</li> <li>(vi) All information regarding any past and current litigation during the last five (5) years, in which the proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>
11	17	Period of Proposal Validity commencing on the submission date	120 days
12	20	Deadline of Submission	1400 hrs on 2018.02.22
13	18	A pre-proposal conference will be held on:	<p>Date and Time: 1100 hrs on 2018.01.25</p> <p>Venue: Biyagama Export Processing Zone</p> <p>The focal point for the arrangement at the <b>BOI</b> is: Mr. A K Jayasinghe, Director (Zone).</p> <p>Telephone: 011 2465212</p>

14	19.1 19.2 20	Proposal Submission Address	Director (Zone) Board of Investment of Sri Lanka Biyagama Export Processing Zone Walgama Malwana
15	19.3	No. of copies of Proposal that must be submitted	Original - 01 Copies - 01
16	19.2 22	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
17	22	Date, time and venue for opening of Proposals	Date and Time : 1400 hrs on 2018.02.22 Venue: Conference Room, Director (Zone)'s Office, Board of Investment of Sri Lanka, Biyagama Export Processing Zone Walgama, Malwana
18	25.2 25.3 28	Evaluation method to be used in selecting the most responsive Proposals	<p>Technical Proposals which are received more than a score of 70 will qualify for opening of Financial Proposals and thereafter subjected to the evaluation of Financial Proposals. Proposers who will fulfill criteria outlined in clause 11.2 (v) &amp; 12 of Instructions to Proposers will be given the first preference and invited by the <b>BOI</b> for negotiations.</p> <p>The negotiations will comprise also the terms and conditions to be included in the contract agreement. In additions any modifications and improvements proposed by the <b>BOI</b> will be negotiated at this stage.</p> <p>If the negotiations with the financially lowest offered Proposer fails, the proposer who has offered the next lowest capital cost and unit cost will be invited for negotiations.</p> <p>The <b>BOI</b> will accept the proposal of the proposer with whom the negotiations are successful.</p>
19	25.2 28	Criteria for the Acceptance of a Proposal and Evaluation of Proposals	Refer Attachment 9.2

20	25.4	Post-Qualification Actions	<p>Verification of accuracy, correctness and authenticity of the information provided by the proposer on the legal, technical and financial documents submitted;</p> <p>Validation of extent of compliance to the Instructions to Proposers requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous Projects completed;</p> <p>Physical inspection of the Proposer's projects, office, branch offices or other places where business transpires, with or without notice to the proposer.</p>
21	29	Signing of Agreement	Clause 29 of Instructions to proposers

# **SECTION 3**

## **Terms of Reference**



## **Section 3: Terms of Reference**

### **1.0 BACKGROUND**

#### **1.1 General**

Biyagama Export Processing Zone (BEPZ) having a total land area of about 450 Acres is operated with 57 nos. of industries by employing around a total workforce of 27,000. Present daily average water consumption is around 20,000 m<sup>3</sup>/day. Waste water is treated by Central Waste Water Treatment Plant (CWWTP) of BEPZ and treated effluent is discharged to Kelani River.

The Request for Proposal is for producing drinking water through a Reverse Osmosis Plant to be installed at BEPZ by purification of treated effluent.

Optimum Capacity of the proposed Reverse Osmosis plant shall be determined by the proposer based on the daily average water consumption of BEPZ and tolerance limits for the discharge of industrial waste water into inland surface waters.

### **2.0 Objective**

The BOI has decided to invite proposals on International Competitive Bidding (ICB) basis from interested parties to design, supply, install, commissioning and operation of a suitable Reverse Osmosis plant at BEPZ to supplement the water supply of the zone.

### **3.0 Location**

BEPZ is situated at Walgama, Malwana in Biyagama Divisional Secretariat area of Gampaha District (Attachment 9.5). Available sites for installation of RO plant is indicated in the layout plan of BEPZ (Attachment 9.6).

#### **4.0 Access to the Location via the Road Network**

The access to the site is from Colombo – Kelaniya Road or Colombo - Kiribathgoda Road (25km approximately from Colombo).

Interchange of Southern Expressway at Kaduwela is 6 km from the zone.

#### **5.0 Supply of Electricity**

At present, the Ceylon Electricity Board (CEB) is providing electricity to this land from the national grid and the installed capacity is 45 MVA. Present consumption of the zone is around 28 MVA.

#### **6.0 Scope of Work**

Design, Supply, Installation, Commissioning and Operation of a Reverse Osmosis plant at BEPZ in order to supplement the present water supply to zonal enterprises by:

- (i) Identification of a suitable land area in the close proximity of the central waste water treatment plant (CWWTP) of BEPZ. (Attachment 9.6)
- (ii) Deciding the optimum capacity by considering the present average daily water consumption of about 20,000 m<sup>3</sup>/day and the Tolerance limits for discharge of industrial waste water into inland surface water. (Attachment 9.4).
- (iii) Determination of daily production of treated water in m<sup>3</sup>/day by proposed RO plant suitable for drinking as per the quality, parameters for drinking water standards (Attachment 9.3).

##### **6.1 Guidelines of the evaluation criteria for selection of the proposal.**

- (i) Time plan proposed to develop the system.
- (i) Daily volume of treated water produced by RO Plant.
- (ii) Proposal for management of waste generated by Reverse Osmosis plant. .

##### **6.2 Responsibility of the Proposer during the Operational period**

- (i) The Proposer shall maintain treated water quality standard as per the Attachment 9.3
- (ii) The Proposer shall make and provide all safety measures in compliance with relevant and acceptable standards during and after installation as the case may be.
- (iii) The proposer shall provide security at required locations.
- (iv) The Proposer shall make all payments to relevant authorities for power supply.

# **SECTION 4**

## **Proposal Submission Form**

# Section 4: Proposal Submission Form

[insert: Location]

[insert: Date]

To:  
[insert: Name and Address of **BOI** focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to undertake to Design, Supply, Installation , Commissioning and Operation **of Reverse Osmosis Plant at Biyagama Export Processing Zone** in Sri Lanka in accordance with your Request for Proposal dated [.....] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under separate envelopes.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP to Design, Supply Installation, Commissioning and Operation of Reserve Osmosis Plant **at Biyagama Export Processing Zone** in Sri Lanka.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the implementation of the project commencing not later than ..... days from the date of signing agreement with the **BOI**.

We fully understand and recognize that **BOI** is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that **BOI** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

.....

Name and Title of Signatory:

.....

Name of Firm:

.....

..... Contact Details:

## **SECTION 5**

- (i) Documents Establishing the Eligibility and Qualifications of the Proposer**
- (ii) Joint Venture Partner Information Form (if Registered)**

## Section 5: (i) Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name *insert Proposer's legal name+		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Countries of Operation	4. No. of staff in each Country	5. Years of Operation in each Country
6. Legal Address/es in Country/ies of Registration/Operation: *insert Proposer's legal address in country of registration]		
7. Value and Description of Top three (3) Biggest Projects for the past ten (10) years		
8. Latest Credit Rating (if any)		
9. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
10. Proposer's Authorized Representative Information Name: *insert Authorized Representative's name+  Address: *insert Authorized Representative's name+ Telephone/Fax numbers: *insert Authorized Representative's name+ Email Address: *insert Authorized Representative's name+		
11. Attached are copies of original documents of:  All eligibility document requirements listed in the Data Sheet  If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered		

## (ii) Joint Venture Partner Information Form (if Registered)

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: [insert number]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: *insert Proposer's legal name+		
2. JV's Party legal name: *insert JV's Party legal name+		
3. JV's Party Country of Registration: *insert JV's Party country of registration+		
4. Countries of Operation	5. No. of staff in each Country	6. Years of Operation in each Country
7. Legal Address/es in Country/ies of Registration/Operation: *insert Party's legal address in country of registration]		
8. Value and Description of Top three (3) Biggest Projects for the past ten (10) years		
9. Latest Credit Rating (if any)		
10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
11. JV's Party Authorized Representative Information Name: *insert name of JV's Party authorized representative] Address: *insert address of JV's Party authorized representative+ Telephone/Fax numbers: *insert telephone/fax numbers of JV's Party authorized representative+ Email Address: *insert email address of JV's Party authorized representative+		
12. Attached are copies of original documents of: [check the box(es) of the attached original documents] <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above		

# **SECTION 6**

## **Form of Security for The Proposal**



## SECTION 6

### FORM OF SECURITY FOR THE PROPOSAL

[this Guarantee form shall be filled in accordance with the instructions indicated in brackets]  
..... \*insert issuing agency's name, and address of issuing branch or  
office+  
.....  
.....

Beneficiary : Board of Investment of Sri Lanka, Level 26, West Tower, World Trade Centre, Echelon  
Square, Colombo 01.

Date ..... (insert by issuing  
agency) date

GUARANTEE NO ..... \*Insert (by issuing  
agency) number+

We have been informed that ..... \*insert (by issuing agency) name of the  
Prospective Developer+; if a joint venture, list complete legal names of partners+ (hereinafter called "the  
Prospective Developer") has submitted to you its Proposal dated ..... \*insert (by issuing agency) date]  
(hereinafter called "the Proposal" ..... Under Invitation of proposals.

Furthermore, we understand that, accordingly to your conditions, proposals must be supported by a Security for  
the Proposal.

At the request of the Prospective Developer, we ..... \*insert name of issuing agency+  
hereby irrevocable undertake to pay any sum or sums not exceeding in total an amount of .....  
\*insert amount in figures+ ..... \*insert amounts in words+ upon receipt by us of your  
demand in writing accompanied by a written statement stating that the Prospective Developer is in breach  
of its obligation (s) under the conditions, because the Prospective Developer.

- (a) has withdrawn its Proposal during the period of validity specified; or
- (b) having been notified of the acceptance of its proposal by the Board of Investment of Sri Lanka during the  
period of validity of proposals fails or refuses to execute the Agreement, if required, in accordance with  
the conditions for submission of proposal.

This Guarantee shall expire: (a) if the Prospective Developer is the successful Developer upon or receipt of copies  
of the Contract signed the Developer or (b) if the Prospective Developer is not the successful Developer,  
upon the earlier of (i) our receipt of a copy of your notification to the Prospective Developer that he was  
unsuccessful, otherwise it will remain in force up to ..... (insert date).

Consequently, any demand for payment under this Guarantee must be received by us at the office on or  
before                      that                      date  
.....

[Signature (s) of authorized representative (s)]

# **SECTION 7**

## **Form of Performance Security**

**SECTION 7**  
**FORM OF PERFORMANCE**  
**SECURITY**

(Unconditional)

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(Issuing agency's name, and address of issuing Branch or Office)

**Beneficiary** : Board of Investment of Sri Lanka, Level 26, West Tower, World Trade Centre, Echelon Square, Colombo 01

Date

.....

**PERFORMANCE GUARANTEE NO:** .....

We have been informed that.....(name of Contractor) (hereinafter called "the Contractor") has entered into Contract No.....(reference number of the Contract) dated.....with you, for the construction of.....(name of contract and brief description of Works) (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we.....\*(name of agency) hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....(amount in figures).....(amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without you needing to prove to show grounds for your demand or the sum specified therein.

This Guarantee shall expire, no later than the.....day of.....,2018 (insert date, 28 days beyond the Intended Completion Date) and any demand for payment under it must be received by us at this office on or before that date.

.....

.....

(Signature/s)

# **SECTION 8**

**FIN - 1 : Historical Financial Performance**

**FIN - 2 : Average Annual Turnover**

**FIN - 3 : Availability of Financial Resources**

**FIN - 4 : Financial Offer**

## Form FIN – 1: Historical Financial Performance

Each Proposer must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner:

Financial Data for Previous Five (5) Years (US\$ Equivalent)				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

### Information from Balance Sheet

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA-TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA-CL					

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN-3
-----------------------------	--	--

### Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits after Taxes					

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Proposer and not the Proposer's parent companies, subsidiaries or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN-2: Average Annual Turnover**

Each Proposer must fill out this form.

The information supplied should be the Annual Turnover of the Proposer or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner:

<b>Annual Turnover Data for the last three (3) years</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>US\$ Equivalent</b>
<b>Average Annual Turnover</b>			

### Form FIN-3: Availability of Financial Resources

Proposers must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Proposer's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner:

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1	Working Capital (to be taken from FIN-1)	
2	Credit Line <sup>a</sup>	
3	Other Financial Resources	
Total Available Financial Resources		

To be substantiated by a letter from the bank issuing the line of credit.

**FIN-4: Financial Offer**

**(i) Water Supply Rate**

Description	For a period of		
	05 years (0y – 5y)	10 years (0y – 10y)	15 years (0y -15y)
Rate quoted by the proposer for supply of treated water (LKR per cubic meter)			

**(ii) Cost of RO Plant**

Cost of the RO Plant with detailed cost break down shall be provided.  
Import duty exemption will be granted for the project related capital equipment. However other related levies shall be paid by the selected party.

**(iii) Projected Cash Flow Statement**

Projected cash flow statement shall be provided for the initial five years.



# **SECTION 9**

- Attachment 9.1 - TECHNICAL PROPOSAL FORMAT AND CONTENT**
- Attachment 9.2 - EVALUATION CRITERIA**
- Attachment 9.3 - DRINKING WATER STANDARDS**
- Attachment 9.4 - TOLERANCE LIMITS FOR THE DISCHARGE OF INDUSTRIAL WASTE WATER INTO INLAND SURFACE WATERS**
- Attachment 9.5 - LOCATION - BIYAGAMA EXPORT PROCESSING ZONE (MAP 01)**
- Attachment 9.6 - BEPZ LAY-OUT PLAN - AVAILABLE SITES FOR RO PLANT (MAP 02)**

# Attachment 9.1

## TECHNICAL PROPOSAL FORMAT AND CONTENT

- (i) **Proposal Submission Form and Proposal Summary Form:** This section must include a letter that briefly describes the proposal, identifies the benefits that the project will create and describes the proposer's experience in similar development efforts. The letter must be signed by an authorize representative of the responding entity and be followed immediately by the Proposal Summary Form.
- (ii) **Contact information:** for all future communications-Include contact person's name, title, organization, address, telephone number and e-mail address.
- (iii) Profile of the Proposer.
- (iv) Description of business activity proposed
  - (a) **Proposal Narrative:** this section must provide a detailed description of the proposal and the ways in which it satisfies the goals and objectives of this RFP, please include:
    - A statement of the objectives of the project and the approach the proposer will take in design, supply, installation, commissioning and operation of the project, including the project components, development program and design guidelines with a brief operational plan.
    - A detailed description of the proposed project.
    - A description of how the project fulfills the goals and objectives of this RFP, including design and environmental features.
  - (b) **Plans and Drawings:** in this section, provide scaled drawings that illustrate the overall character and planning of the installation.

Conceptual layout of the proposed project indicating the proposal for optimum utilization of land. The plan should indicate the dimensions of proposed buildings, other structures, activity & purpose of each building structure, justification for the extent of land requested, etc.
  - (c) **Development timing:** Proposer must include a written narrative and a graphic timeline showing all major milestones of project development until final completion.

This should include the due diligence, planning, designing, permitting, and construction period.
  - (d) **Qualifications:** Describe qualifications and capabilities to design, develop, install, commissioning and operation a complex project, associated operations including supporting documentation.
  - (e) **Project Experience:** Details of three (03) past relevant projects of similar magnitude:

## Attachment 9.1 (Continuation sheet 1)

(v) **Market strategy and financial plan/Business Plan.**

Should address as a minimum, the following items:

(a) Budget-Estimated project budget/Investment

Evidence of proposer's financial ability. Provide Audited Financial Statements for the past five (05) years.

(vi) **Economic Impact**

The Proposer must provide a discussion of the economic impact of the proposed project including fiscal impacts, construction and permanent employment and potential economic impact.

(vii) Measures **proposed to control environmental aspects** and the proposals to develop and operate the project as an **eco-friendly project**.

(viii) **Financial**

Outline the proposed financial investment including a description of the long-term financial viability and sustainability. Details of the ability to finance or to secure financing to support the business Plan. A justification of any external financial assistance to be obtained to fund the project.

Prior to signing the contract, the **BOI** shall require written evidence that the proposer has procured a firm and irrevocable commitment that all the necessary funds to develop the property as proposed herein have been secured. If development does not begin within an agreed-upon time frame, the **BOI** will have the option to acquire the property with no compensation payable to the successful proposer.

## Attachment 9.1 (Continuation sheet 2)

- (ix) **Operational Plan:** The Operational Plan should address at a minimum, the following items:
  - (a) Use-provide a full description of the property usage' include design/conceptual drawings, diagrams, illustrations and related technical documents.
  - (b) Services/Facilities-Outline the proposed services/facilities to be provided, how they will be provided and when.
  - (c) Staffing-Outline staffing requirements to support the services offered.
  - (d) Innovations-Provide details on any innovations to be implemented in the operations, include design/conceptual drawings, diagrams, illustrations and related technical documents to support the explanations.
- (x) **References:** any special references highlighting capabilities of the organization.
- (xi) Any **additional information** for a better understanding of the proposal.
- (xii) The **Proposers warrant** that:
  - (d) All information it submits is complete and accurate in all material respects and is not misleading whether by omission or otherwise;
  - (e) None of the information it submits breaches any third party's rights, including intellectual property rights, and the use of the information in relation to this RFP will not breach such rights;
  - (f) It has not withheld any information potentially relevant to **BOI** consideration of its response, including any actual or potential controversies, disputes or claims involving the respondent.

## Attachment 9.2

### Evaluation Criteria

	<b>Technical Proposal Evaluation</b>	<b>Points obtainable (maximum)</b>	<b>Minimum Points</b>
1.	Specific Experience of the Proposer in similar projects. Proposer will receive marks for completion of at least one similar nature project with minimum capacity of 2000 cum per day RO plant during last five years.	<b>30</b>	<b>10</b>
2.	<p>Adequacy of the proposed methodology and work plan in responding to TOR</p> <p>(i) Approach for implementation of the project</p> <p style="padding-left: 20px;">(a) Understanding of the project</p> <p style="padding-left: 20px;">(b) Components of the project</p> <p style="padding-left: 20px;">(c) Conceptual layout and optimum land utilization</p> <p style="padding-left: 20px;">(d) Water production capacity</p> <p style="padding-left: 20px;">(e) Development timing</p> <p style="padding-left: 20px;">(f) Qualifications of the proposer and his team to design, develop, build, commissioning and operation of the project</p> <p style="padding-left: 20px;">(g) Proposals to install and operate as an eco-friendly project</p> <p style="padding-left: 20px;">(h) Operational plan</p> <p style="padding-left: 20px;">(i) Financial stability and adequacy of resources to complete and operate the project</p> <p>(ii) Measures proposed to control environmental aspects</p>	<p><b>70</b></p> <p>5</p> <p>5</p> <p>5</p> <p>10</p> <p>10</p> <p>15</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	<b>60</b>
	<b>Total</b>	<b>100</b>	<b>70</b>

## Attachment 9.3

### DRINKING WATER STANDARDS (Sri Lanka Standards for potable water – SLS 614: 2013)

PARAMETER	Requirement
<b>A. Physical-Organoleptic requirements</b>	
Colour, Hazen Units, (max.)	15
Odour	Unobjectionable
Taste	Unobjectionable
Turbidity, (NTU) (Nephelometric Turbidity Units), (max.)	2
pH at 25°C ± 2°C	6.5 to 8.5
<b>B. Chemical requirements</b>	
Aluminium (as Al) (mg/l)	0.2
Ammonia; Free ammonia (as NH <sub>3</sub> ) (mg/l)	0.06
Albuminoid ammonia (mg/l)	0.15
Anionic detergents (as MBAS (Methylene Blue Active Substances)) (mg/l)	0.2
Calcium (as Ca) (mg/l)	100
Chloride (as Cl <sup>-</sup> ) (mg/l)	250
Chemical Oxygen Demand (COD) (mg/l)	10
Copper (as Cu) (mg/l)	1.0
Fluoride (as F <sup>-</sup> ) (mg/l)	1.0
Free residual Chlorine (mg/l)	1
Iron (as Fe) (mg/l)*	0.3
Manganese (as Mn) (mg/l)*	0.1
Magnesium (as Mg) (mg/l) **	30
Nitrate (as NO <sub>3</sub> <sup>-</sup> ) (mg/l)	50
Nitrite (as NO <sub>2</sub> <sup>-</sup> ) (mg/l)	3
Nickel (as Ni) (mg/l)	0.02
Oil and grease (mg/l)	0.2
Phenolic compounds (as C <sub>6</sub> H <sub>5</sub> OH) (mg/l)	0.001
Sodium (as Na) (mg/l)	200
Sulphate (as SO <sub>4</sub> <sup>2-</sup> ) (mg/l) **	250
Total alkalinity (as CaCO <sub>3</sub> ) (mg/l)	200
Total dissolved solids (mg/l), (max.)	500
Total hardness (as CaCO <sub>3</sub> ) (mg/l)	250
Total Phosphates (as PO <sub>4</sub> <sup>3-</sup> ) (mg/l)	2.0
Zinc (as Zn) (mg/l)	3.0
Arsenic (as As) (mg/l)	0.01
Cadmium (as Cd) (mg/l)	0.003
Chromium (as Cr) (mg/l)	0.05
Cyanide (as CN <sup>-</sup> ) (mg/l)	0.05
Lead (as Pb) (mg/l)	0.01
Mercury (as Hg) (mg/l)	0.001
Selenium (as Se) (mg/l)	0.01

<b>C. Bacteriological requirements</b>	
<b>Treatment works and piped distribution system</b>	
<i>E.coli</i> /100ml or thermotolerant coliform /100ml	Not detected
Total Coliforms / 100 ml	(i) Shall not exceed 3 in any 100ml sample
	(ii) Not detected in any two consecutive samples
<b>Large water supplies</b>	
Total coliforms	(i) Shall not be present in 95% of samples in a year and
	(ii) In remaining 5% samples, shall not exceed 10/100ml
<i>E.coli</i> /100ml or thermotolerant coliform /100ml	Not detected
<b>Individual or small community supplies (include wells, bore holes and springs)</b>	
<i>E.coli</i> /100ml or thermotolerant coliform /100ml	Not detected
Total Coliforms / 100 ml	Shall not exceed 10

\* - Total concentration of Manganese (as Mn) and Iron (as Fe) shall not exceed 0.3mg/l

\*\* - Not more than 30 mg/l Magnesium (as Mg) if there is 250mg/l Sulphate. If there is less Sulphate, Magnesium upto 150 mg/l may be allowed.